



FIRST THINGS FIRST

AGENDA ITEM: First Things First Grant Awards

BACKGROUND: The First Things First Board approves grant awards and other procurement agreements throughout the year. At various times during a grant award period there is a need for an agreement that requires formal notification. This agreement with the Head Start State Collaboration Office will provide a state match to federal funding in support of a hearing screening project for children birth to five.

The Head Start State Plan total budget is \$218,750.00. First Things First is contributing \$18,000 and DES is contributing \$25,000 of the required state match, with the remainder of the budget being federal Head Start funds.

RECOMMENDATION: Staff recommends approval of the proposed Interagency Service Agreement with the Arizona Department of Education/Head Start State Collaboration Office.

STAFF CONTACT: Regarding statewide contracts and agreements:
Sandy Foreman
602 771 5005
sforeman@azftf.gov

Regarding fiscal performance:
Josh Allen
602 771 5099
jallen@azftf.gov

INTERAGENCY SERVICE AGREEMENT

ISA-STATE-11-0240-01

**Between The
Arizona Early Childhood Development and Health Board
(First Things First)
And The
Arizona Department of Education, Head Start State Collaboration Office**

This Interagency Service Agreement (the "Agreement") is entered into pursuant to A.R.S. § 35-148.

WHEREAS, A.R.S. § Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First) with the responsibility of administering funds and associated programs for the benefit of children from ages zero to five.

THEREFORE, it is agreed that First Things First shall provide funding to the Arizona Department of Education, Head Start State Collaboration Office (ADE) for services under the following terms of this Interagency Service Agreement:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for ADE's role in administration of funds provided by First Things First.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on December 1, 2010 and shall terminate on June 30, 2011.

III. DESCRIPTION OF SERVICES

ADE shall provide the following services for First Things First:

- A. Implement a hearing screening program, and access to the early childhood outreach project (ECHO) to promote hearing screenings, to identify at-risk children and refer them to appropriate treatment and care.
- B. Provide an opportunity to determine applicability of this model of hearing loss surveillance in other early education settings.

IV. MANNER OF FINANCING

First Things First will:

(a) Make one (1) payment to ADE from funds allocated by the Arizona Early Childhood Development and Health Board for costs associated with the activities listed in Section III, DESCRIPTION OF SERVICES, up to \$18,000.

(b) This payment shall be the total sum of funds provided by First Things First to ADE.

Any unexpended funds remaining at the termination of the Agreement shall be returned to First Things First within thirty (30) days of the conclusion of this Agreement.

Any questions regarding the appropriate use of the funds shall be resolved by mutual agreement between ADE and First Things First.

V. REPORTING REQUIREMENTS

Regular Programmatic and Financial reports by ADE shall include:

(a) ADE may submit as frequently as monthly, but not less than quarterly, documentation of expenditures through the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission will include a basic line item ledger that details the type of expense in the approved line item budget.

(b) ADE shall provide regular updates to First Things First at intersection meetings between the Head Start State Collaboration office and First Things First.

- i. Updates at intersection meetings shall include the progress of the project according to the Arizona Head Start State Collaboration Office, Strategic Plan 2009-2013. (Specifically page 10 of the Plan.)
- ii. Modification to this plan to meet project objectives and outcomes are permitted with consultation with First Things First.

(c) All reports shall be submitted to the contact person designated in Paragraph XXVII, NOTICES, of this Agreement.

VI. CONTRACT INTERPRETATION

(a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

(b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

(c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

VII. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

VIII. AMENDMENTS

Amendments to this Agreement shall be made in writing and signed by both parties.

IX. LOBBYING

ADE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

X. NON-DISCRIMINATION

First Things First and ADE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

XI. AUDIT OF RECORDS

Pursuant to A.R.S. § 35-214 and 35-215, First Things First and ADE or any subcontractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") related to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by First Things First and ADE at reasonable times. Upon requests, First Things First and ADE or any subcontractors shall produce the original, legible copy, or any or all such records.

XII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XIII. ADVERTISING AND PROMOTION OF AGREEMENT

ADE shall not advertise, publish, or promote information for commercial benefit concerning this Agreement without the written approval of First Things First.

XIV. RIGHT TO ASSURANCE

If First Things First in good faith has reason to believe that ADE does not intend to, or is unable to perform or continue performing under this Agreement, First Things First may demand in writing that ADE give a written assurance of intent to perform. Failure by ADE to provide written assurance within the number of days specified in the demand, may at First Things First's

option, be the basis for terminating this agreement under the terms of this agreement or other rights and remedies available by law.

XV. PRINTED MATERIAL

It is agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by ADE. Any public printed material under this agreement shall follow the protocol and style guide provided by First Things First for recognition of First Things First funding.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

XVII. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of indemnitor, its officers, officials, agents, employees, or volunteers.

XVIII. TERMINATION FOR CONVENIENCE

First Things First or ADE reserves the right to terminate the Agreement in whole or in part at any time when in the best interests of First Things First or ADE without penalty or recourse. Upon receipt of the written notice, First Things First or ADE shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to First Things First or ADE. In the event of termination under this paragraph, all documents, data and reports prepared by ADE under the Contract shall become property of and be delivered to First Things First upon demand. ADE shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XIX. TERMINATION FOR DEFAULT

(a) In addition to the rights reserved in the agreement First Things First reserves the right to terminate the Agreement in whole or in part due to the failure of ADE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. First Things First staff shall provide written notice of the termination and the reasons for it to ADE.

- (b) First Things First may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. ADE shall be liable to First Things First for any excess costs incurred by First Things First in procuring materials or services in substitution for those due from ADE.

XX. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

ADE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXI. THIRD PARTY ANTITRUST VIOLATIONS

ADE assigns to First Things First any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to ADE toward fulfillment of this Agreement.

XXII. NON-AVAILABILITY OF FUNDS

Every payment obligation of First Things First and ADE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by First Things First or ADE at the end of the period for which funds are available. No liability shall accrue to First Things First or ADE in the event this provision is exercised, and First Things First and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XXIII. SUBCONTRACTS

ADE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

- (a) No subcontract that ADE enters into, with respect to performance under the Agreement, shall in any way relieve ADE of any responsibility for performance of its duties.
- (b) ADE shall give First Things First immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against ADE by any subcontractor or vendor which in the opinion of ADE may result in litigation related in any way to the Agreement with First Things First.

XXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXVI. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

ADE shall comply with Executive Order 2005-30, which mandates as follows: 1) ADE shall, and by signing this agreement does, warrant that it is in compliance with all federal immigration laws and regulations; 2) ADE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar warranties; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its warranties.

XXVII. NOTICES

ADE shall address all notices relative to this Agreement to:

Arizona Early Childhood Development and Health Board
Attention - Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

First Things First shall address all notices relative to this Agreement to:

Amy Corriveau
Arizona Department of Education,
Head Start State Collaboration Office
1535 W. Jefferson
Phoenix, AZ 85007

**FOR AND BEHALF OF THE
Arizona Department of Education**

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
and Health Board**

Amy Corriveau
Head Start State Collaboration Director

Rhian Evans Allvin
Executive Director

Date

Date

Attachment D – Line Item Budget

Budget period: December 1, 2010 – June 30, 2011

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$
Salaries			
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$
Fringe Benefits or Other ERE			
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$
Contracted Services			
TRAVEL		Travel Sub Total	\$
In-State Travel			
Out of State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$13,100
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$
<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted & non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$4,900
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	
Indirect/Admin Costs		\$	\$
Total		\$	\$18,000

Attachment E – Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the seven (7) month line item budget categories and subcategories.***

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.*

Travel: *Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/>) for both in-state and out-of-state travel.*

Aid to Organizations or Individuals: *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives*

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*
- Or** **Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

BUDGET NARRATIVE EXPLANATION
Budget period: December 1, 2011 – June 30, 2011

Aid to Organizations or Individuals:

Melissa Selbst, MPH, CHES, will be engaged as the Education consultant, to assist with the development of summit materials, coordination of summit activities/planning sessions and program management will spend 60 hours x \$65 per hour for a total of **\$3,900.00** on these activities. The Audiology Consultants, Randi Winston, Au.D., and Lylis Olsen, MS, MPH will collectively spend 90 hours for this contract creating the T3 Birth-3 Curriculum, Field Testing and revisions. The Audiology consultants will spend an additional 36 hours on the coordination and system set up for the Audiology support network and updating the HELP manual Hearing Screening section. The total for Audiology Consultants will be 126 hours x \$65 per hour for a total of **\$8,200.00**. Total Consulting **\$12,100**

Supplies: This line item includes the cost of disposal screening supplies for hearing screening equipment at \$1.50 per piece for 100 demonstration screens plus cleansing wipes at for a total of **\$200.00**.

Printing and Copying – Printing and copying cost is for printing of Summit materials for participants; printing of materials for distribution to early childhood program partners; printing of materials for the participating Audiologists; printing of a minimum of 100 sets of the T-3 Birth-3 curriculum portion to be added to the existing curriculum. Total cost for these training materials is estimated at **\$800**

Total Aid to Organizations or Individuals: **\$13,100**

Non-Capital Equipment:

Maico ERO-Scan Pro with Tympanometry combined unit to be used for demonstration and instructional practice among Summit attendees including carrying case is \$4,900.

Total for all Non-Capital Equipment is **\$4,900**.

Authorized signature _____ Date 12/03/10

Job Title Executive Director